

Exhibit E

Contract No.
123965

CATERPILLAR FINANCIAL SERVICES CORPORATION

LONG-TERM RENTAL AGREEMENT

Dated as of November 24, 1999

LESSEE: W. R. GRACE & CO. DBA
GRACE-DAVISON
ADDRESS: 212 KADUN ROAD
AIKEN, SC 29801

LESSOR: CATERPILLAR FINANCIAL SERVICES CORPORATION
ADDRESS: 1800 Parkway Place
Suite 820
Marietta, GA 30067

Lessor, in reference to Lessee's selection of the equipment described below ("Unit" or "Unit(s)"), agrees to acquire and lease the Unit to Lessee, and Lessee agrees to lease the Unit from Lessor, subject to the terms and conditions below and on the reverse side:

Description of Unit(s)	Serial#	Monthly Rent	Purchase Price
(1) 924F Caterpillar WHEEL LOADER	5H01587	1,506.84	

Rent to be paid: in advance (starts on Delivery Date) and every month thereafter.

Lease Term: 36 Months

Utilization Date: DECEMBER 31, 1999

Purchase Options: ☒ Cat Value (Section 14) ☐ Fair Market Value (Section 15) ☐ none is applicable to this Lease (check one)

Location of Unit(s): 212 KADUN ROAD
AIKEN, SC 29801 AIKEN

Depreciation Period: Lessor shall be entitled to depreciation deduction for each unit based on a recovery period of 0 years.

ADDITIONAL PROVISIONS:

RIDERS:

Construction Equip Application Survey/Equip Return Rider

TERMS AND CONDITIONS OF LEASE

1. **LEASE TERM:** The Lease term for each Unit shall start on its Delivery Date (the date (a) Lessor executes this Lease, (b) Lessor takes title to the Unit, or (c) Lessee or its agent takes control or physical possession of the Unit, whichever is latest), provided the Delivery Date is on or before the utilization date stated above, and shall continue for the number of months stated above. If the Delivery Date is not on or before the utilization date, Lessee shall, at the option of Lessor, assume Lessor's obligations to purchase and pay for the Unit. Lessee shall execute and send Lessor's Delivery Supplement to Lessor promptly after delivery of a Unit.

2. **RENT:** Lessee shall pay to Lessor, at P.O. BOX 06541, CHARLOTTE NC 28280-8581 or such other location Lessor designates in writing, rent for each Unit as stated above starting (a) on its Delivery Date if the rent is to be paid in advance, or (b) one month (or other period as stated above) after its Delivery Date if the rent is to be paid in arrears. An amount equal to the first rent payment for each Unit must accompany this document when it is submitted to Lessor. If Lessor executes this document, the amount shall be the first rent payment. If Lessor does not execute this document, the amount shall be returned to Lessee. If Lessor does not receive a rent payment on the date it is due, Lessee shall pay to Lessor, on demand, a late payment charge equal to five percent (5%) of the rent payment not paid when due or the highest charge allowed by law, whichever is less.

3. **NO ABATEMENT:** Lessee shall not be entitled to abatement or reduction of rent or offset against rent for any reason whatsoever. Except as otherwise provided, this Lease shall not terminate because of, nor shall the obligations of Lessor or Lessee be affected by, any defect in, damage to, destruction of, or loss of possession or use of a Unit; the attachment of any lien, security interest or other claim to a Unit; any interference with Lessee's use of a Unit; Lessee's insolvency or the commencement of any bankruptcy or similar proceeding by or against Lessee, or any other cause whatsoever.

4. **DISCLAIMER OF WARRANTIES:** Lessee acknowledges and agrees that Lessor is not the manufacturer of the Unit(s) and that Lessee has selected each Unit based on Lessee's own judgment without any reliance whatsoever on any statements or representations made by Lessor. AS BETWEEN LESSOR AND LESSEE, THE UNIT(S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. LESSOR HEREBY EXPRESSLY DISCLAIMS: a) ALL WARRANTIES OF MERCHANTABILITY, b) ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND c) ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE. Lessor designates to Lessee its interest in any of the manufacturer's warranties on the Unit(s).

5. **POSSESSION, USE AND MAINTENANCE:** Lessee shall not (a) use, operate, maintain or store a Unit improperly, carelessly, unlawfully or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon a Unit; (c) sublease a Unit, permit the use of a Unit by anyone other than Lessee, change the use of a Unit from that specified in the Application Survey/Lease Rider attached hereto or change the location of a Unit from that specified above, without the prior written consent of Lessor; or (d) create or allow to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or a Unit. A Unit is and shall remain personal property regardless of its use or manner of attachment to realty. Lessor and its agent shall have the right (but not the obligation) to inspect a Unit and maintenance records relating to it, and observe its use. Lessee, at its expense, shall maintain each Unit in good operating order, repair and condition and shall perform maintenance at least as frequently as stated in any applicable operator's guide, service manual, or lubrication and maintenance guide. Lessee shall not alter any Unit or affix any accessory or equipment to it if doing so will impair its originally intended function or use or reduce its value. Lessee shall not make any "non-reversible" addition (as defined for federal income tax purposes) to a Unit without the prior written consent of Lessor. Any alteration or addition to a Unit shall be the responsibility of and at the sole risk of Lessee. If an Event of Default has occurred and is continuing, all parts, accessories and equipment affixed to a Unit shall become property of Lessor.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Lessee: W. R. GRACE & CO. DBA

GRACE-DAVISON

By: Harry Fisher

Name (PRINT): HARRY FISHER

Title: Plant Mgr.

Date: 11/24/99

Form No. LTRM-100

Lessor: CATERPILLAR FINANCIAL SERVICES CORPORATION

By: Quentin Atkinson

Name (PRINT): QUENTIN A. ATKINSON

Title: UNITED STATES MANAGER

Date: 12/19/99

Form No. LTRM-100

DELIVERY SUPPLEMENT

This pertains to the Lease, dated as of 12/9/99, between Caterpillar Financial Services Corporation as Lessor and W. R. GRACE & CO. DBA GRACE-DAVISON as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form, (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit(s)

(1) 924F
5NN01587

Caterpillar WHEEL LOADER

Location

AIKEN, SC
County: AIKEN

Possession Date:

11-4-99

W. R. GRACE & CO. DBA
GRACE-DAVISON

Signature

[Signature]

Name (PRINT)

HARRY FISHEL

Title

Plant Mgr.

Date

11/24/99

Form No. 0001-12/96

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